

FULL RELEASE OF ALL CLAIMS – AGREEMENT

This Release of Claims ("Release") agreement is made and entered into under the following facts, terms, and provisions:

1.0. The term "Plaintiff" (or "releasor") when used in this Release means each and every one of the following releasors: (1) plaintiff RAMON MUNOZ, and (2) all of RAMON MUNOZ's heirs, executors, administrators, successors, and assignees.

1.1. The term "Defendant(s)" (or "releasee(s)") when used in this Release means each and every one of the following releasees, both singly and cumulatively: (1) defendant LOS ANGELES COUNTY SHERIFF'S DEPARTMENT, and (2) the COUNTY OF LOS ANGELES ("County"), County's or Defendant's insurer, and any of its/their agents, servants, employees, officers, directors, subsidiaries, successors, and his/their attorneys, including Manning & Kass, Ellrod, Ramirez, Trester, LLP and any of their attorneys' agents, servants, employees, officers, directors, subsidiaries, and successors.

1.2. The term "Lawsuit" when used in this Release means the following litigation: Munoz, Ramon, aka Ramon Munoz Rios v. Los Angeles County Sheriff's Department, et al., LASC Case No. VC058234.

1.3. The term "Incident" when used in this Release means the following: All acts, omissions, statements, queries, or other deeds or conduct or effects in any way arising from or related to any seizure of Plaintiff by any of the Defendants on or about May 5, 2010, including but not limited to any and all claims for loss or damages related thereto, as well as any other acts or omissions whatsoever that were purportedly committed or omitted by any Defendants, or their agents or employees, that occurred at any time prior to the date of execution of this Release agreement.

2.0. The parties to the Lawsuit have agreed to compromise and settle any and all claims or disputes that have been or might be made by Plaintiff against Defendants arising out of the Incident. Therefore, in consideration of the mutual promises and covenants contained in this Release, the parties agree as follows:

3.0. The Plaintiff hereby agrees to accept receipt from the City the sum of \$225,000.00 ("settlement payment") as good and valid consideration to settle any and all claims arising from or in any way related to the Incident, the Lawsuit, and the handling and settlement of the Lawsuit by or on behalf of the Defendants, and any and all of Plaintiff's claims therein. The Plaintiff accepts this sum to cover any and all of Plaintiff's purported and actual damages, fees, costs and expenses – whether past, present, or future – which arise either directly or indirectly out of any Defendant's involvement in any act or omission which is in any way related to the Incident or the Lawsuit.

3.1. The Plaintiff hereby instructs the Defendants to make the foregoing settlement payment in a lump sum by check made payable to: "Rose, Klein & Marias, LLP Client Trust Account." [Tax I.D. no. 95-1788478]. The Plaintiff further instructs the Defendants to make such settlement payment with all deliberate speed.

3.2. The Plaintiff agrees that along with Plaintiff's execution of this Release, Plaintiff shall execute and deliver to Defendants a Request for Dismissal *With Prejudice*, as well as any and all papers and notices required under the applicable laws and rules/local rules regarding dismissal of actions and settlement. Upon delivery of the settlement check to Plaintiff, Plaintiff authorizes Defendants to file the Request for Dismissal with the Court in the Lawsuit.

3.3. Plaintiff understands and acknowledges that but for this Release Plaintiff would not be entitled to and would not receive any such payment or consideration as specified in this Release agreement, except for those sums awarded by judgment of the Court or otherwise at the Court's discretion.

3.4. In exchange for the consideration specified herein above, Plaintiff does hereby expressly and irrevocably release and forever discharge Defendants, and all of its/their officers, managers, affiliated entities, officials, directors, citizens, successors, assigns, agents, attorneys and representatives (collectively "Defendants' Agents") from any and all claims, including but not limited to any and all constitutional, statutory, and tort claims; bad faith claims; contract claims; wage claims; demands; liabilities; debts; accounts; obligations; damages; compensatory damages; punitive damages; liquidated damages; interest; costs; attorneys' fees; expenses; actions and causes of action, which Plaintiff has or claims to have at law or in equity, either known or unknown, arising out of or in connection with any contract, transaction, act, cause, matter, event, action or thing existing at the time of the execution hereof or in any way arising from or related to the Incident or Lawsuit.

3.5. The Claims which Plaintiff is releasing and discharging under this Release include, but are not limited to, any Claims arising out of or in connection with the Incident, as well as all Claims under any and all federal and state civil rights laws, ordinances, regulations, rules or orders, including but not limited to any and all claims which arose, arise, or may arise from any right of action under 42 U.S.C. § 1983; the United States Constitution, including the Fourth Amendment and any and all other amendments thereto; the California Constitution; the Unruh Civil Rights Act (Cal. Civil Code §§ 51 *et seq.*); the California Civil Code; and any statutes or case law authorizing any claim for any violation of constitutional or statutory rights or any claim in tort for unlawful detention, false arrest, unlawful search, unreasonable search, excessive force, battery, sexual battery, assault, sexual harassment, defamation, discrimination, bad faith, intentional or negligent misrepresentation, intentional or negligent infliction of emotional distress, interference with prospective economic advantage, spoliation of evidence, or any other tort or cause of action under any law.

3.6. This Release specifically includes any and all claims for any and all statutory violations or tortious misconduct or other claims which may arise, whether directly or indirectly, from any Defendant's conduct in responding to Plaintiff's claims or in defending, litigating, mediating, or settling any such claims, as well as any claims which Plaintiff has or may have against Defendants or any of Defendants' Agents regarding any acts or omissions that occurred during the Incident or that are in any way related to the Incident or Lawsuit, as well as any and all claims as stated in any and all complaints filed by Plaintiff in this Lawsuit.

3.7. This Release also includes Plaintiff's release of any and all claims for any violations of any other statutes or enactments which have been or may be enacted or construed so as to create a private right of action to individuals such as Plaintiff or to persons intended to be protected by any federal, state, or local law or policy of insurance.

4.0. It is understood and agreed that all rights under California Civil Code Section 1542 are hereby expressly waived by Plaintiff. That Section provides as follows:

1542. (Certain claims not affected by general release). A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

4.1. By Plaintiff's signature upon this Release, Plaintiff expressly warrants and represents that Plaintiff

has been advised of the foregoing and is aware of any and all potential claims which may be brought by Plaintiff as a result of the Incident and hereby expressly waives all past, present, and future claims against any of the Defendants which in any way arise out of or are in any way related to the Incident, including any and all claims which might otherwise be preserved from release or waiver by California Civil Code Section 1542. For the purposes of this Release agreement, the claims and potential claims of Plaintiff described herein above are collectively referred to as the "Claims."

5.0. Plaintiff represents and warrants that Plaintiff has not heretofore assigned or transferred, or purported to assign or transfer, to any person or entity whatsoever any of the Claims. Plaintiff agrees to indemnify and hold Defendants and all of Defendants' Agents harmless from and against any and all actions, causes of actions, claims, debts, liabilities, demands, damages, costs and expenses (including but not limited to attorneys' fees) suffered or incurred by them, or any of them, based on, arising out of or in connection with any such assignment or transfer or purported assignment or transfer.

5.1. Plaintiff further agrees that Plaintiff shall not file any claim, lawsuit, or initiate any legal action against any of the Defendants regarding any act or omission that occurred during the Incident, or related in any way to the Incident, including but not limited to any administrative review, action, or proceeding; and Plaintiff further agrees not to participate in any such claim, suit, action, review, or proceeding as a member of any class, or under any contract (express or implied), or pursuant to any federal or state or local law, statute, or regulation pertaining in any way to the released Claims to the extent permitted under the law.

6.0. Plaintiff represents and warrants that Plaintiff has not filed or participated in any complaints or charges against any of the Defendants or any of Defendants' Agents with any governmental or administrative agency or court, other than the Lawsuit, and that Plaintiff shall not do so at any time hereafter with respect to the Claims, or any of them, and that if any such agency or court assumes jurisdiction of any such complaint or charge against Defendants or any of Defendants' Agents on behalf of Plaintiff, Plaintiff shall immediately request such agency or court to withdraw from the matter and Plaintiff shall provide proof to Defendant of such request to the extent permitted under the law.

7.0. This Release and all of its terms shall be binding upon Plaintiff's agents, representatives, attorneys, heirs, personal representatives, executors, administrators and assigns and shall inure to the benefit of Defendants and all of its/their Agents.

8.0. Plaintiff understands and agrees that this Release and the payment of the monies or provision of the consideration set forth herein above to Plaintiff by Defendants shall not at any time, for any purpose whatsoever, be construed as an admission by any of the Defendants or any of Defendants' Agents of any liability, obligation or responsibility to Plaintiff, and that Defendants and all of Defendants' Agents disclaim and deny any liability, obligation or responsibility to Plaintiff whatsoever and, therefore, that Defendants and Plaintiff shall each bear their own costs and expenses in connection herewith.

8.1. Plaintiff represents and agrees that Plaintiff has had an opportunity to carefully read and fully understands all of the provisions of this Release and its final and binding effect, and that Plaintiff is voluntarily and knowingly entering into this Release. Plaintiff further represents and acknowledges that Plaintiff has had an opportunity to be represented by legal counsel of Plaintiff's own choice throughout all of the negotiations which preceded this Release and in connection with the negotiation, preparation, and execution of this Release. Plaintiff agrees that this Release agreement shall be construed as though all parties have participated equally in its drafting and it shall be interpreted, wherever possible, to make it valid and effective.

9.0. Plaintiff agrees that Plaintiff shall not publicize or disclose -- or knowingly cause, permit, or authorize the publication or disclosure of -- the existence of or contents of this Release agreement or the basis for any claims or allegations which could have been or were made against Defendants or any of Defendants' Agents by Plaintiff which concern and are within the scope of this Release agreement to any person or entity of any and every type, public or private, for any reason, at any time, unless required by law to do so and except as reasonably necessary to the parties' attorneys, accountants and/or spouses or significant others. Plaintiff shall use Plaintiff's best efforts to prevent any publicity or disclosure of the terms of this Release agreement by any person or entity, including any and all of Plaintiff's agents and attorneys, whatsoever.

9.1. Plaintiff further agrees that no press releases, press conferences, or other means of publicizing or publicly communicating the settlement of the Lawsuit and Plaintiff's Claims against Defendants shall be undertaken by any party or their counsel, including but not limited to any publication on any public or private website by Plaintiff or any of Plaintiff's agents, employees, heirs, assignees, attorneys, or successors. If contacted by anyone regarding the settlement of the Lawsuit, Plaintiff and Plaintiff's agents and attorneys agree to limit their response only to: "The matter has resolved." Nothing in this Release shall be construed so as to require Plaintiff to keep confidential information which is a matter of public record on file with the Court in this Lawsuit or otherwise made public on the Court's docket prior to the date of Plaintiff's execution of this Release.

9.2. Plaintiff further agrees not to make any disparaging statements of any kind against Defendants with respect to any of the Claims alleged and Plaintiff agrees to refrain from further publication of Plaintiff's allegations against Defendants to any person at any time.

9.3. Plaintiff and Plaintiff's agents and attorneys acknowledge and agree to abide by the California mediation communication privileges including but not limited to California Evidence Code §§ 1119 *et seq.*

9.4. Plaintiff acknowledges and agrees that Plaintiff's violation of the terms of this Release agreement shall give rise to a private cause of action against Plaintiff by Defendants.

10.0. Plaintiff expressly represents and acknowledges that no statements, representations, or warranties have been made to Plaintiff by Defendants or any of its/their Agents pertaining to the subject matter, basis, or effect of this Release except as may be expressly set forth in this Release.

10.1. This Release constitutes the entire Release and understanding between the parties concerning the subject matter hereof, and supersedes and replaces any and all prior and/or other negotiations and/or Releases, written or oral, relating to the subject matter hereof. No amendment to or modification of this Release shall be effective unless it is set forth in a writing signed by both Defendants and Plaintiff. Plaintiff acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by Defendants or any other party or party's agent which are not embodied in this Release agreement.

11.0. If any waiver, term, or provision contained in this Release is determined to be contrary to any applicable law or public policy, such waiver or term or provision shall be effective to the maximum extent permitted by law. If any term, provision, condition or other portion of this Release is determined to be invalid, void, or unenforceable, the same shall not affect any other term, provision, condition or other portion hereof and the remainder of this Release shall remain in full force and effect as if same did not appear herein.

12.0. This Release may be executed in any number of counterparts, each of which shall be deemed an

original but all of which, when taken together, shall constitute one and the same document.

13.0. This Release shall be interpreted according to the law of the State of California, without giving effect to its choice of law provisions. If any part or portion of this Release is declared by any court to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts shall not be affected.

14.0. In the event of any issue or dispute arising out of this Release between Plaintiff and Defendants, the matter shall – at Defendants' sole discretion – be submitted to and resolved by final and binding arbitration as provided for by the California Arbitration Act, California Code of Civil Procedure, Section 1280, *et seq.* Plaintiff understands and acknowledges that, upon election by Defendants, arbitration shall be the exclusive method for resolving any such issue or dispute, and that in such an event, Plaintiff agrees to proceed to resolve such dispute by binding arbitration, and that in such an event, both Defendants and Plaintiff are giving up any right that they might otherwise possess to have a judge or jury decide any such issue or dispute. Notwithstanding the foregoing, Plaintiff understands and agrees that Plaintiff hereby waives and gives up any right Plaintiff might otherwise have to have a judge or jury decide any issue or dispute between Plaintiff and Defendants that may arise out of this Release.

14.1. In the event of Defendants' election to proceed with binding arbitration, Plaintiff and Defendants shall select an arbitrator by mutual agreement. If Plaintiff and Defendants are unable to agree on a neutral arbitrator, either party may elect to obtain a list of arbitrators from the American Arbitration Association or the Judicial Arbitration and Mediation Service. Plaintiff and Defendants shall alternately strike names from the list, with Plaintiff striking the first name, until only one name remains. The remaining person shall then be the arbitrator.

14.2. The parties retain the rights to conduct all discovery as provided for in the California Code of Civil Procedure, with the arbitration date serving as the "trial" date for purposes of calculation of deadlines, unless the parties stipulate to other deadlines, and the arbitrator shall have the power to decide any discovery disputes that may arise between the parties. The arbitrator shall entertain motions by either party for discovery or summary disposition as provided for by applicable state law.

14.3. The arbitrator shall conduct a hearing in a manner to be mutually agreed upon by Plaintiff and Defendants, or in a manner determined by the arbitrator if the parties cannot agree, provided, however, that the parties shall have the opportunity to call witnesses under oath, and to examine and cross examine all witnesses who appear at the hearing, and provided further that the arbitrator shall admit and consider only such evidence as would be admitted in a California superior court following the provisions of the California Evidence Code. If the arbitrator does not hear evidence material to the controversy based on his interpretation of the Evidence Code, and this exclusion of evidence materially prejudices the rights of the party presenting the evidence, this shall not be grounds for vacation of any resulting award by the arbitrator.

14.4. Within thirty (30) days following the hearing and the submission of the matter to the arbitrator, the arbitrator shall issue a written opinion and award which shall be signed and dated. The arbitrator's award shall decide all issues submitted by the parties, and the arbitrator may not decide any issue not submitted. The arbitrator shall be permitted to award only those remedies in law or equity which are requested by the parties and allowed by law.

15.0. In the event any suit in law or equity, arbitration, or other formal proceeding is instituted by any party to enforce or interpret any part of this Release, or to recover damages for breach of this Release, the prevailing party shall be entitled to recover costs of suit incurred therein, and to also recover as an element

of such costs (but not as damages) attorneys' fees incurred by such prevailing party. For purposes of this Paragraph, the term "prevailing party" shall be the party who is entitled to recover costs of suit, whether or not the proceeding is brought to final judgment or award. A party not entitled to recover costs shall not recover attorneys' fees. No sum of attorneys' fees shall be included in any computation of the amount of judgment or award for purposes of determining whether a party is entitled to recover costs or attorneys' fees.

16.0. The parties understand and agree that this Release agreement constitutes settlement and compromise of any past, existing, and potential claim by Plaintiff against Defendants arising out of the incident, and that any consideration provided or paid to Plaintiff shall not be construed as an admission of liability, fault, or guilt on the part of Defendants and that Defendants specifically deny/denies and disclaims any and all liability to Plaintiff for any claim or injury arising out of this incident – past, present, or future – whatsoever.

17.0. By signing this Release, Plaintiff represents and warrants that Plaintiff has carefully read and fully understands this Release agreement and its final and binding effect, that Plaintiff has been advised to and afforded sufficient time and opportunity to review this Release with an attorney or other advisor of Plaintiff's choice, that Plaintiff is fully competent to manage Plaintiff's own affairs and to enter into this Release agreement, and that Plaintiff hereby signs this Release agreement knowingly, freely, and voluntarily.

IN WITNESS WHEREOF, THE UNDERSIGNED PLAINTIFF HAS EXECUTED THIS RELEASE
ON January 27, 2012 AT Cerritos, CALIFORNIA.

Ramon Munoz
RAMON MUNOZ, Plaintiff

APPROVED AS TO FORM AND CONTENT BY:

B. Ramsey
Brian Ramsey, Esq.
ROSE, KLEIN & MARIAS, LLP,
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Dated: 1/27/2012

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Dated: 1/27/12